

MAUDE COBB CONVENTION AND ACTIVITY COMPLEX

Maude Cobb Convention and Activity Center · Longview Exhibit Building
Longview Rodeo Arena and Longview Agricultural Pavilions

The following list represents a summary of City policies and requirements for events. This list is only a summary and is not inclusive of all City policies and regulations. We strongly advise the Lessee to contact the Maude Cobb Convention and Activity Complex (MCCAC) Manager four weeks prior to the event to review the details of the plans for the event. The MCCAC Manager shall determine the classification of a particular event, whose decision shall be final, as it relates to determining such factors as insurance, police security, catering/concessionaire and/or ambulance requirements.

Advertisements...Lessee shall not circulate advertisements, tickets or any other written material in or on the MCCAC grounds, including the parking lot area, without written permission from the MCCAC Manager.

Alcohol Policy...No alcohol may be served or consumed at City facilities unless stipulated in the Lessee's contract. Anyone using the facility and receiving a fee of any kind must have a catering/liquor license from the Texas Alcoholic Beverage Commission in order to sell or serve alcoholic beverages on premises. The amount of alcohol consumed by any guest will be the responsibility of the lessee and not the responsibility of the MCCAC. BYOB events are not permitted. The Lessee will be responsible for any liability arising as a result of allowing alcohol consumption. (See security and insurance requirements)

Ambulance/EMS...(See First Aid)

Animals...No animals will be brought into the facility, other than as required by disabled persons or for an event designated as an animal show, circus, rodeo, etc. without written permission from the MCCAC Manager.

Automobiles...Automobiles will not be permitted inside the building unless written authorization has been given. In the event any automobile is for display, all fire regulations pertaining to exhibits must be strictly adhered to and followed. Liquid or gas filled vehicle fuel tanks or fill openings must be closed and sealed to prevent tampering. Under carriage protection for old and late model automobiles must be used at all times. There must be less than five (5) gallons or 1/4 tank (whichever is less) of gasoline in each automobile. Every battery must be disconnected once inside the building.

Banners, Posters, Signs...These items are prohibited for distribution either inside or outside the facility. No signs, flyers or banners may be hung with adhesives or adhesive tape on inside or outside walls. There is a low track and a high track that banners may be hung from. The MCCAC staff can provide groups with track hangers. Outdoor signs and banners must be authorized by MCCAC Manager before installation. (See Outdoor Signage)

Building Disfiguration...No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In an instance where there is risk of damage to carpeting, a protective coating, such as plastic, must be used. Lessee is responsible for the repair or replacement of any damage or disfiguration to the facility.

Catering/Food...Lessee shall advise the MCCAC staff of caterer/concessionaire and setup time needed. All food brought into the MCCAC must first be approved by the MCCAC Manager. If a caterer is used, the Lessee and caterer will be required to enter into a catering agreement contract with the City of Longview, satisfying all Health Department provisions for permit, as well as liability insurance.

Cleaning...Lessee shall leave the facility in the same clean condition in which it took possession. All trash shall be removed immediately to the outside dumpster after the event is over. The time it takes to clean the leased area is part of the event time and if more time is needed an additional fee will be charged.

Confetti...Throwing rice, confetti, birdseed or rose petals is prohibited anywhere on the MCCAC premises.

Connecting to Any System...You must have written permission from the MCCAC Manager to connect to any of the facilities'

electrical or communication systems. Lessee will be responsible for having a licensed technician to make connection and disconnection. Accessibility to equipment rooms and utility boxes is prohibited without authorization from facility official.

Contractor Requirements...It shall be the responsibility of the Lessee to submit to the MCCAC Manager, in writing and no later than 30 days prior to the first move-in day, a list of the service contractors the Lessee intends to use. All contractors must be properly licensed and permitted before they can enter the Complex facilities. A contractor's certificate of liability insurance may be required to be on file in the MCCAC office.

Corridors, Lobby and Hallways...Corridors, lobby and hallways are common space and are not part of any leased area. They may be used only with written permission from the MCCAC Manager. Plants and plant material are permanent fixtures. They may not be moved and may be leased for individual events only with permission from MCCAC staff. It will be the responsibility of MCCAC Staff to place the plants, etc., in appropriate storage until after the event.

Damage Deposit (Refundable)...Lessee must furnish the City at least thirty (30) days prior to the event, a cashier's check, credit card or bank draft in the amount specified in the contract as a damage deposit. This deposit will be refunded after the event should the facilities be returned in satisfactory condition and no additional charges accrue during the event.

Decorating...No decorations will be attached in or on the building without the approval of the Lessor. Decorations or signs may not be attached by nails, tacks, screws or pressure sensitive tape. Decorations or signs may be hung from the hanging track at MCCAC. All decorations must be of non-flammable materials. All equipment, decorations and personal items must be removed by the end of the contract period unless prior arrangements have been made with MCCAC Manager.

Dumpster...Extra pickup after event may require an additional fee.

Electrical Equipment...all electrical equipment must be U.L. and City of Longview approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a facility official.

Equipment...Lessee must be prudent when stacking items or equipment on tables, stages or chairs. Lessee must use good judgment in weight distribution. Tables, chairs, and stages are designed for minimum amount of weight and items or equipment should be distributed evenly over them to prevent overloading.

Exit Doors/Aisle Space...A 10' clearance on both sides (egress and ingress) with no physical obstruction must be maintained at all times. All Exit doors must remain unlocked during all show hours (Aisle space must be 5' minimum).

Event Accessibility...The MCCAC staff must have complete accessibility to all meeting areas, kitchen areas, corridors and hallways before, during and after all events. The MCCAC Manager must authorize in writing any exclusivity to an area.

Fees...Full payment is required at least thirty (30) days prior to event. MasterCard or Visa credit card, bank draft, money order or cashier's check will be accepted for payment. NO CASH will be accepted.

First Aid...At the discretion of the MCCAC Manager, Lessee may be required to provide certified first aid personnel during the lease term for an event. In that case, Notification of Ambulance Service (Attachment "D") must be submitted thirty (30) days before an event. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the MCCAC staff before close of business day.

Flammable Liquids...Flammable liquids such as, but not limited to, gasoline, kerosene, bottled gas and oil are not permitted inside the facilities of the MCCAC.

Flammable and Volatile Materials...All such materials, including materials under high pressure, are prohibited unless approved in writing by the Longview Fire Department and the MCCAC Manager.

Floor Plans (Diagrams)...A diagram/floor plan must be submitted and approved, allowing adequate aisle space required by the Longview Fire Marshall (5' minimum), at least thirty (30) days prior to the first day of set-up. Floor plans must be drawn as close to scale as possible with service contractor equipment, aisle widths, primary entrance, concession area(s), and meeting area(s) on show floor or activity rooms indicated.

All MCCAC equipment not secured by contract is available on a first-served basis contingent upon the date of receipt of the setup diagram. Failure to have the setup diagram/floor plan available as required absolves the Lessor of the responsibility to have

adequate personnel scheduled for setup. Due to allocation of equipment and manpower, only minor changes can be made regarding the original diagram/floor plan once it is received by the Lessor. Requests for major changes in the setup may be subject to additional fees as outlined in the rental contract. Diagrams/floor plans are subject to review and approval of the Fire Marshal.

Freight...All pre-event freight must be signed for by the Lessee or designated person. Lessee or designated person is responsible for sending all post event freight out of the Activity Complex. Any freight left on premises after the specified lease time will be stored by the MCCAC staff and Lessee may be charged a storage fee of \$100.00 per day. The City of Longview will not be held liable for any pre or post event freight.

Glass Containers...No glass containers will be allowed inside the MCCAC facilities.

Hanging or Ceiling Rigging...Nothing may be hung, attached to or suspended from any part of the facility without the express written consent of the MCCAC Manager.

Insurance Requirements...Lessee must furnish the City, at least thirty (30) days prior to the event, a Certificate of Insurance proving that a public liability insurance policy is in effect in which the Lessee is named as insured. The City of Longview, MCCAC, must also be named as additional or co-insured party. The amounts and type of insurance are shown on Attachment "B" to the contract. Host liquor or liquor liability coverage must be included in the policy coverage if alcoholic beverages are going to be present at the event.

Lost/Damaged Articles...All items that are left after an event will be kept in the MCCAC office area for a period of thirty (30) days. The City of Longview will not be held responsible for these items in any way. The City of Longview is not responsible for vehicle damage or theft.

Marquee...Events scheduled for the MCCAC have sole use of the marquee. Information must be turned in thirty (30) days prior to an event. In the case of multiple events at the MCCAC, the marquee must be shared by the various events.

Music Franchise Fee...Lessee is responsible for paying any fees directly to ASCAP/BMI.

Multiple Bookings/Guarantees...Only two (2) events per group, per facility can be contracted at any given time. After the contract period has commenced, a future date can then be secured. Dates may be held without contract for a maximum of ten (10) days. If a contract is not received within the ten (10) days, the event is removed from the reservation calendar. A deposit of 25% of the rental fee must accompany the contract.

Outdoor Signage...Only community events are allowed to have banners and signs. A community event is defined as an event that is open to the public for the purpose of amusement, recreation, or education. These signs may be installed twenty-one (21) days prior to and must be removed ten (10) days after the event.

Signs must be located on private property with property owner's consent. Signs are not allowed in the right-of-way, which is property between the back of the curb and the property line. Signs are also not allowed on the telephone poles. Any signs found in the right-of-way or on telephone poles are subject to immediate removal by the City of Longview.

The maximum fine for a violation is \$2,000 for each violation. Each day a violation exist shall constitute a separate offense. A violation of the City of Longview Sign Ordinance may result in a criminal prosecution in the City of Longview Municipal Court.

Parking Lots...The MCCAC parking lots may not be used for commercial exhibits, displays, promotions, etc. without the express written consent of the MCCAC Manager. If permission is granted the Lessee must not drill, bore and/or punch any type of hole in the surface of the parking lot. Lessee will also leave the parking lot area clean and all trash removed. Any damage to the landscaping in and around the parking lot will be replaced at the cost of the Lessee.

Permits/Permission...It is the ultimate responsibility of the Lessee to obtain the necessary permits/permission for their event. This includes, but is not limited to, health permits, pyrotechnics, music licensing, etc.

Recreational Vehicle Parking...RV parking will be permitted to only those persons associated with a MCCAC event. Recreation vehicles and tow vehicles must remain on parking lot surface at all times and adhere to MCCAC rules and regulations relating to RVs. All fees will be collected in advance by MCCAC staff.

Room Set Fee...Each room rental fee will include one room set per event. Each additional room set will cost one-half of the original room rental price. Minor adjustments to a set will be judged on a case-by-case basis.

Security...The MCCAC Manager reserves the right to determine if police security is required during a scheduled activity. All security used in the MCCAC will be acquired through the Longview Police Department coordinated by the MCCAC staff. The MCCAC Manager, along with the Longview Police Department will determine the number of officers, and the hours and duties of officers. The Lessee is responsible for this expense at a rate of \$30 per hour per officer. Private security will be allowed only with prior approval by MCCAC Manager.

Smoking...The buildings that comprise the MCCAC are smoke-free facilities. Outside smoking is permitted in designated areas only.

Storage...Lessee may not store equipment of any kind in or on the grounds without written permission of the MCCAC Manager. (See Freight)

Tickets...Lessee is responsible for furnishing all tickets and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print more tickets for any one performance than there are seats available. Tickets at the event may be sold from the leased ticket office(s). MCCAC Manager may require, for commercial events, that tickets be numbered. If so, beginning and ending numbers must be reported prior to commencement of sales. Ticket stubs will then be presented to the MCCAC Manager prior to the release of the security (damage) deposit for verification. All tickets, including Class I and Class II events, may be subject to Sales Tax. Questions may be directed to the Texas State Comptroller at 1-800-252-5555.

Note: The Maude Cobb Convention and Activity Complex Manager shall have the final discretion over disputes regarding all rates, rules and regulations.

ON BEHALF OF THE LESSEE, THE UNDERSIGNED AGREES TO COMPLY WITH ALL OF THE ABOVE OPERATIONAL POLICIES.

LESSEE

DATE